

**CITY OF SAN ANTONIO
SAN ANTONIO METROPOLITAN HEALTH DISTRICT
CITY COUNCIL AGENDA MEMORANDUM**

TO: Mayor and City Council

FROM: Fernando A. Guerra, MD, MPH, Director of Health

SUBJECT: ORDINANCE APPROVING AN AGREEMENT ALPHA HOME
INCORPORATED

DATE: May 12, 2005

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes the Interim City Manager to execute an agreement with Alpha Home, Inc. (Alpha Home) which will allow the San Antonio Metropolitan Health District (SAMHD) to provide in-home case management and health education services to at-risk women and their families for the period September 1, 2004 through August 31, 2005. In addition, this ordinance will adopt the project budget, and approve the personnel complement.

Staff recommends approval.

BACKGROUND INFORMATION

The SAMHD's Healthy Start program brings together community leaders to identify and address issues associated with maternal health disparities. It increases public awareness of the problem through community health education, and provides extensive outreach, recruitment, case management and health education interventions to women and families within targeted communities of San Antonio.

Alpha Home is a private, non-profit chemical dependency treatment center offering specialized services to the unique needs of women providing a safe haven where they can identify and overcome the core issues underlying their chemical addiction, regain their independence, and rejoin their communities as healthy, whole women. Alpha Home applied for and was awarded a grant from the Texas Department of State Health Services (DSHS) establishing the Family First program.

Family First is designed to provide help in communities to reduce the number of children and families whose lives are affected by the use of alcohol and other drugs while focusing on pregnant women and women with young children. The program helps locate assistance for women with substance use or addiction to reduce the incidence of drug exposure on unborn, newborn or young children. Services provided through Family First include case management, medical care, pediatric care, counseling, assessments for early childhood intervention, and transportation services.

Alpha Home has invited the SAMHD Healthy Start program to participate in the Family First effort. It is offering an agreement in an amount of up to \$56,575.00 for one full-time staff position to provide in-home case management and health education services to at-risk women and their families for the period September 1, 2004 through August 31, 2005.

POLICY ANALYSIS

This ordinance follows the City practice of utilizing Federal, State and other funds to provide public health services for the residents of our community.

FISCAL IMPACT

This ordinance will provide SAMHD \$56,575.00 to furnish ongoing case management and health education services for the period September 1, 2004 through August 31, 2005. This project will place no demand on the City General Fund.

COORDINATION

The City Attorney's Office and the Human Resources Department, Risk Management Division have reviewed and approved the agreement with Healthy Start, Inc. The Finance Department has approved the proposed project budget.

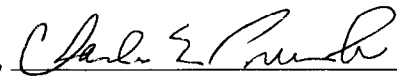
SUPPLEMENTARY COMMENTS

Provisions of the Ethics Ordinance do not apply.

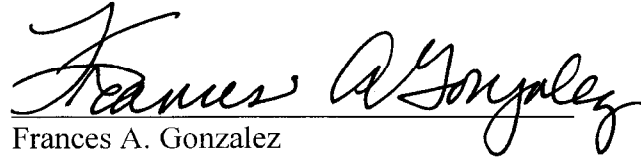
Attachments:

Attachment I: Budget for Family First, A Project of Alpha Home, Inc.

Attachment II: Contractual Services Agreement



Fernando A. Guerra, MD, MPH
Director of Health



Frances A. Gonzalez
Assistant City Manager



J. Rolando Bono
Interim City Manager

AN ORDINANCE

AUTHORIZING THE ACCEPTANCE AND EXECUTION OF AN AGREEMENT IN WITH ALPHA HOME, INC. PROVIDING UP TO \$56,575.00 FOR THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT TO PARTICIPATE IN THE FAMILY FIRST PROJECT, AN EFFORT TO PROVIDE IN-HOME CASE MANAGEMENT AND HEALTH EDUCATION SERVICES TO AT-RISK WOMEN AND THEIR FAMILIES FOR THE PERIOD SEPTEMBER 1, 2004 TO AUGUST 31, 2005; ADOPTING THE PROJECT BUDGET AND APPROVING A PERSONNEL COMPLEMENT.

* * * * *

WHEREAS, the City of San Antonio (City) through the San Antonio Metropolitan Health District (SAMHD) has the community based Healthy Start program with a mission to decrease infant mortality in our community through case management, outreach, health education and mental health services; and

WHEREAS, Healthy Start partners with Alpha Home, Inc. (Alpha Home) through its community consortium; and

WHEREAS, Alpha Home is a private, non-profit chemical dependency treatment center providing specialized services to the unique needs of women providing a safe haven where they can identify and overcome the core issues underlying their chemical addiction, regain their independence, and rejoin their communities as healthy women; and

WHEREAS, Alpha Home applied for and was awarded a grant from the Texas Department of State Health Services (DSHS) establishing the Family First program; and

WHEREAS, the Family First program is designed to provide help in communities to reduce the number of children and families whose lives are affected by the used of alcohol and other drugs while focusing on pregnant women and women with young children; and

WHEREAS, Alpha Home wishes to execute an agreement with the City for the SAMHD to participate in the Family First program by providing in-home case management and health education services to at-risk women through the SAMHD Healthy Start program.

WHEREAS, it is now necessary to authorize the Interim City Manager to execute this agreement with Alpha Home, adopt the project budget and approve the personnel complement; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The Interim City Manager, or his designee, is hereby authorized to execute a Contractual Services Agreement with Alpha Home for the SAMHD to provide in-home case

management and health education services to at-risk women and their families on a reimbursable fee-for-service basis in an amount not to exceed \$56,575.00 for the period September 1, 2004 through August 31, 2005. A copy of the agreement, in substantially correct form, is attached hereto and incorporated herein as Attachment II.

SECTION 2. The account entitled "2004-05 Family First", Fund No. 26022000, Funds Center 3606630000, is hereby designated for use in accounting for the fiscal transactions of this project. The appropriation of funds for said budget period is September 1, 2004 through August 31, 2005; Cost Center 3606630001, the Functional Area 3600500000020011 with the Internal Order 136000000273 is hereby established.

SECTION 3. The sum of \$56,575.00 is hereby appropriated in the above-designated fund for the Family First Program, Cost Center 3606630001. The budget set out in Attachment I is approved and adopted for entry on the City books.

SECTION 4. One (1) personnel position is set out in Attachment I is hereby authorized for the 2004-2005 Family First Project at SAMHD.

SECTION 5. The Director of Finance may, subject to concurrence by the Interim City Manager or the Interim City Manager's designee, correct allocation to specific fund numbers, account numbers, and internal order numbers as necessary to carry out the purpose of this ordinance.

SECTION 6. Should the agreement be in an amount other than that budgeted for, or should the agreement contain terms and conditions different than those currently existing, acceptance of the agreement, budget and corresponding personnel complement will be subject to subsequent City Council ordinance.

SECTION 7. This ordinance shall be effective on and after the tenth day after passage hereof.

PASSED AND APPROVED this _____ day of May, 2005.

M A Y O R

ATTEST: _____
City Clerk

APPROVED AS TO FORM: _____
City Attorney

Attachment I
Family First, A Project of Alpha Home, Inc.
Fund 26022000
Funds Center 3606630000
Functional Area 3600500000020011

Budget for Period : 09/1/2004 to 08/31/2005

Family First	4501100	\$	56,575.00	
Total Estimated Revenues				\$ <u>56,575.00</u>

APPROPRIATIONS

Family First, A Project of Alpha Home, Inc.

Activity: 36-06-63

Cost Center: 3606630001

Internal Order: 136000000273

Regular Salaries and Wages	5101010	35,244.32
Retirement Benefits -Soc Sec	5103005	2,696.19
Retirement Benefits -TMRS	5105010	4,101.24
Group Health Insurance	5405040	2,472.34
Life Insurance	5103010	80.36
Personal Leave Buyback	5103035	1,084.16
Language Skill Pay	5101050	600.00
Cell Phone Allowance	5103080	1,500.00
Car Expense Allowance	5103055	2,104.00
Other Commodities (Incentives)	5304080	500.00
Fees to Professional Contractors	5201040	0.00
Binding, Printing & Reproduction	5203060	1,843.01
Office Supplies	5302010	300.00
Indirect Cost	5406530	4,049.38

Total Appropriations	\$ <u>56,575.00</u>
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Activity: 36-06-63

Cost Center: 3606630001

Internal Order: 136000000273

Positions

Class No.

865 Special Projects Officer

1

ATTACHMENT II

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

CONTRACTUAL SERVICES AGREEMENT

This AGREEMENT is entered into by and between the City of San Antonio (hereinafter referred to as "City") acting by and through the San Antonio Metropolitan Health District (SAMHD), and Alpha Home, Inc. acting by and through its designated representative, Julie Wisdom-Wilde, LCDC, AAC, ADC, NCACI, Chief Executive Officer (hereinafter referred to as "Alpha Home") pursuant to Ordinance No. _____ passed and approved on _____.

I. STATEMENT OF PURPOSE

1.1 Family First is a project of Alpha Home, Inc. that is funded through a grant from the Texas Department of State Health Services (TDSHS). Alpha Home services are provided directly or through agreements with other agencies, such as the Healthy Start Program at the SAMHD, and have the following goals: (1) to provide help in communities to reduce the number of children and families whose lives are affected by the use of alcohol and/or other drugs; and (2) to facilitate locating assistance for substance use/abuse to reduce the incidence of fetal drug exposure. The Healthy Start Program of SAMHD is a project to eliminate disparities in perinatal health funded by the Maternal and Child Health Bureau of the Health Resources and Services Administration (HRSA). A subproject within the Healthy Start Program consists of providing perinatal comprehensive case management services for Alpha Home.

II. PERFORMANCE BY CITY

In consideration of the compensation to be paid to City pursuant to Article V. Billing, City agrees as follows:

- 2.1 To provide one (1) case manager for the provision of in-home case management services in accordance with the Alpha Home grant proposal to the Texas Department of State Health Services (DSHS) and in compliance with Healthy Start case management policy and procedure.
- 2.2 To make accessible in-home case management services available specifically to the population of Alpha Home program participants, including each individual participant, and each individual participant's family members.
- 2.3 To conduct and document confidential case management services in accordance with Healthy Start policy and procedure.
- 2.4 To maintain confidential client records at the Healthy Start administrative offices, located at 1325 N. Flores #104, San Antonio, TX. 78212.
- 2.5 To provide case manager supervision directly through Healthy Start and in accordance with City administrative directives.

III. TERM

- 3.1 This contract shall commence on September 1, 2004, and shall terminate August 31, 2005 unless extension or earlier termination shall occur pursuant to the terms of this contract.

IV. LOCATION

- 4.1 Case Management Services will be provided by City primarily in three locations, including the Healthy Start administrative offices at 1325 N. Flores Street, Alpha Home offices at 702 San Pedro, or at each individual participant's home, if deemed appropriate.

V. BILLING

- 5.1 In consideration of the above-described activities provided by City in connection with the activities performed under this Agreement, Alpha Home agrees to pay City an amount not to exceed \$56,575.00 (fifty-six thousand five hundred and seventy-five and no/100 dollars). Contractor and City agree and understand that this is a contract for payment of services delivered by the "City" described in Section II above at the intervals described in 5.2 of this Section.
- 5.2 Contractor agrees to pay for City services in monthly installments effective September 1, 2004 through August 31, 2005 in the amount of \$4,714.58 per month for eleven months and \$4,714.62 for the final month.

VI. COMPLIANCE

- 6.1 City and Alpha Home agree to comply with all federal and state laws regarding nondiscrimination in the execution of this agreement. In accordance therewith, City and Alpha Home shall ensure that no person is denied benefits hereunder on the basis of race, color, national origin, religion, gender, age, handicap or political affiliation.

VII. AMENDMENT

- 7.1 Amendments or modifications to this agreement may be initiated by either party hereto provided a ten (10) day written notice is given to the other party. No amendment, modification or alteration of the terms of this agreement shall be binding unless same is in writing, dated subsequent to the date hereof and duly executed and mutually agreed to by the parties to this agreement.

VIII. ASSIGNING INTEREST

- 8.1 Both parties shall not transfer or assign any interest in this agreement without the prior written consent of the other party and approval by the San Antonio City Council by means of an ordinance.

IX. INSURANCE

Any and all employees, representatives, agents or volunteers of Alpha Home while engaged in the performance of any work required by the CITY or any work related to a Lease of space, License CONTRACT, or Concession CONTRACT with the CITY shall be considered employees, representatives, agents or volunteers of Alpha Home only and not of the CITY. Any and all claims that may result from any obligation for which Alpha Home may be held liable under any Workers' Compensation, Unemployment Compensation or Disability Benefits law or under any similar law on behalf of said employees, representatives, agents or volunteers shall be the sole obligation and responsibility of Alpha Home.

Prior to the commencement of any work under this CONTRACT, Alpha Home shall furnish an original completed Certificate(s) of Insurance to the Director of Health of the San Antonio Metropolitan Health District and the City Clerk's Office, which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information reference or indicated thereon. The original certificate(s) must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to the CITY. The CITY shall have no duty to pay or perform under this CONTRACT until such certificate shall have been delivered to the CITY'S Director of Health of the San Antonio Metropolitan Health District and the City Clerk's Office, and no officer or employee shall have authority to waive this requirement.

The CITY reserves the right to review the insurance requirements of this section during the effective period of the CONTRACT and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by the CITY'S Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding the Lease CONTRACT, but in no instance will the CITY allow modification whereupon the CITY may incur increased risk.

As Alpha Home's financial integrity is of interest to CITY, therefore, subject to right to maintain reasonable deductibles in such amounts as are approved by CITY, Alpha Home shall obtain and maintain in full force and effect for the duration of the CONTRACT, and any extension hereof, at Alpha Home's sole expense, insurance coverage written, on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable to the CITY, as approved by the Risk Manager, in the following types and amounts:

1. Professional Liability (Claims Made Form)	\$500,000 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error or omission in professional services.
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The City shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Contractor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided in Section XVIII herein within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes.

When there is a cancellation, non-renewal or material change in coverage which is not made pursuant to a request by City, Alpha Home shall notify the City of such and shall give such notices not less than thirty (30) days prior to the change, if Alpha Home knows of said change in advance, or ten (10) days notice after the change, if the Alpha Home did not know of the change in advance. Such notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the City at the following address:

City of San Antonio
San Antonio Metropolitan Health District
332 West Commerce
San Antonio, Texas 78283-3966

City of San Antonio
City Clerk's Office
P.O. Box 839966
San Antonio, Texas 78283-3966

If Alpha Home fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the CONTRACT; however, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Alpha Home to maintain said insurance or secure such endorsement. In addition to any other remedies the City may have upon Alpha Home's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Alpha Home to stop work hereunder, and/or withhold any payment(s) which become due to Alpha Home hereunder until Alpha Home demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Alpha Home may be held responsible for payments of damages to persons or property resulting from Alpha Home's or its subcontractors' performance of the work covered under this CONTRACT.

It is agreed that Alpha Home's insurance shall be deemed primary with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this contract.

X. INDEMNITY

- 10.1 Alpha Home covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the City and the elected officials, employees, officers, directors, volunteers and representatives of the City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any**

kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly arising out of, resulting from or related to Alpha Home's activities under this Contract, including any acts or omissions of Alpha Home, any agent, officer, director, representative, employee, consultant or subcontractor of Alpha Home, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Contract, all without however, waiving any governmental immunity available to the City under Texas Law and without waiving any defenses of the parties under Texas Law. **IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT.** The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Alpha Home shall promptly advise the City in writing of any claim or demand against the City or Alpha Home known to Alpha Home related to or arising out of Alpha Home's activities under this Contract and shall see to the investigation and defense of such claim or demand at Alpha Home's cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving Alpha Home of any of its obligations under this paragraph.

- 10.2 It is the **EXPRESS INTENT** of the parties to this Contract, that the INDEMNITY provided for in this section, is an INDEMNITY extended by Alpha Home to INDEMNIFY, PROTECT and HOLD HARMLESS, the City from the consequences of the City's **OWN NEGLIGENCE**, provided however, that the INDEMNITY provided for in this section **SHALL APPLY** only when the **NEGLIGENT ACT** of the City is a **CONTRIBUTORY CAUSE** of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. Alpha Home further **AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY**, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

XI. RELATIONSHIP OF THE PARTIES

- 11.1 City and Alpha Home mutually agree that Alpha Home acts in the capacity as an independent contractor and that nothing contained herein shall be construed by either party hereto or by any third party as creating the relationship of principal and agent, partners, joint venture or any other similar such relationship between the parties hereto.
- 11.2 City and Alpha Home understand and agree that neither party to this agreement has authority to bind the other or to hold out to third parties that it has the authority to bind the other.

XII. TERMINATION

- 12.1 City and Alpha Home understand and mutually agree that this agreement may be terminated by either party upon giving thirty (30) days written notice, by certified mail, to the other party. Notice is said to be given when the written notice is received by the other party.
- 12.2 Termination of this agreement for any cause shall be without prejudice to any obligations or liabilities of either party accrued prior to such termination.

XIII. ACCESS TO RECORDS

- 13.1 Alpha Home, City or any duly authorized representative of each shall have access to any records, data or other information directly related to or generated as a result of the services provided hereunder for the purpose of conducting audits or examination.

XIV. RETENTION OF RECORDS

- 14.1 City agrees to maintain financial records of or concerning the services provided hereunder for a period of three (3) years from the date of termination of this agreement.
- 14.2 City agrees to maintain health records on Alpha Home enrollees served hereunder until said person's twenty-first birthday.

XV. CONFIDENTIAL INFORMATION

- 15.1 City and Alpha Home hereby agree to maintain the confidentiality of any record directly related to or generated as a result of this agreement in accordance with all Local, State and Federal laws.

XVI. SUBSTANTIAL INTEREST

- 16.1. Alpha Home acknowledges that it is informed that Texas law prohibits contracts between City and any local public official such as a City officer or employee, and that the prohibition extends to any officer or employee of City boards and commissions and to contracts involving a business entity in which the official has a substantial interest, as defined by Texas law, if it is reasonably foreseeable that an action on the matter would confer an economic benefit on the business entity.
- 16.2. Alpha Home certifies, and this agreement is made in reliance thereon, that neither Alpha Home, its individual officers, employees or agents, nor any person having a substantial interest in this agreement is an officer or employee of the CITY or any of its agencies, boards or commissions.

XVII. DEBARMENT

- 17.1. Alpha Home certifies that Alpha Home is not debarred from entering into this agreement as defined by federal debarment guidelines.

XVIII. NOTICES

- 18.1 For purposes of this agreement, all official communications and notices between the parties shall be deemed sufficient if in writing, mailed, certified mail, postage prepaid, to the addresses set forth below:

CITY

City of San Antonio
San Antonio Metropolitan Health District
332 W. Commerce, Suite 307
San Antonio, Texas 78205

and

City of San Antonio
City Clerk
P.O. Box 839966
San Antonio, Texas 78283-3966

ALPHA HOME

Julie Wisdom-Wilde, LCDC, AAC, ADC, NCACI
Chief Executive Officer
Alpha Home, Inc.
702 San Pedro
San Antonio, Texas 78212

XIX. FULL AGREEMENT

- 19.1 This agreement is intended as a full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and all prior and contemporaneous understandings, agreements, promises, representations, terms and conditions, both oral and written are merged and incorporated into this agreement, and no such oral or written understanding, agreements, promises, representations, terms or conditions not specifically set forth in this agreement shall be binding upon the parties.

XX. AUTHORITY

- 20.1 The signers of this agreement, by placing their signature below, represent and warrant that they have full authority to execute this agreement on behalf of the respective party each represents.

XXI. SEVERABILITY

- 21.1. In case any one or more of the provisions contained this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

XXII. CAPTIONS

22.1 The captions contained in this agreement are for convenience of reference only, and in no way limit or enlarge the terms or conditions of this agreement.

IN WITNESS OF WHICH THIS AGREEMENT HAS BEEN EXECUTED IN DUPLICATE ORIGINALS ON THIS THE _____ DAY OF _____.

CITY OF SAN ANTONIO

ALPHA HOME, INC.

Frances A. Gonzalez
Assistant City Manager

Julie Wisdom-Wilde LCDC, AAC, ADC, NCACI
Chief Executive Officer

Date

Date

ATTEST:

Leticia M. Vacek
City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda
Acting City Attorney